

SUFFOLK COUNTY  
DEPARTMENT OF PLANNING  
DIVISION OF REAL ESTATE



AUCTION SALE  
SURPLUS COUNTY-OWNED REAL ESTATE

9:30 A.M. TUESDAY, JUNE 15, 2004  
PARCEL NOS 1 THRU 21

.....  
• MARRIOTT HOTEL ISLANDIA •  
• 3635 EXPRESS DRIVE NORTH •  
• HAUPPAUGE, NEW YORK 11788 •  
.....

STEVE LEVY  
SUFFOLK COUNTY EXECUTIVE

THOMAS A. ISLES  
DIRECTOR  
DEPARTMENT OF PLANNING

PATRICIA B. ZIELENSKI  
DIRECTOR  
DIVISION OF REAL ESTATE

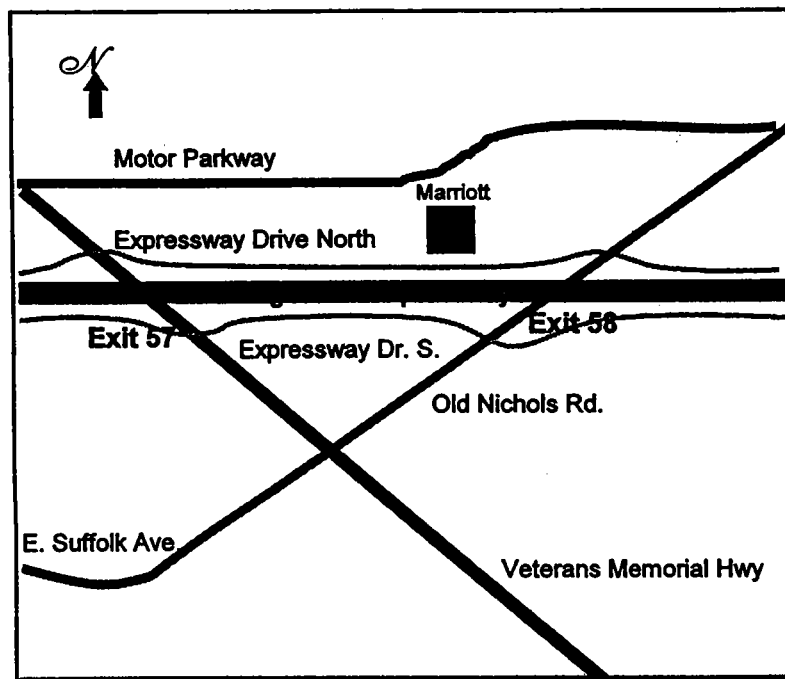
Internet Web Site:  
<http://www.co.suffolk.ny.us>

SUFFOLK COUNTY DEPARTMENT OF PLANNING  
DIVISION OF REAL ESTATE AUCTION

TO BE HELD AT

MARRIOTT HOTEL ISLANDIA  
LONG ISLAND  
3635 Express Drive North  
Hauppauge, (Long Island), New York 11788  
(631) 232-3000

PLEASE DO NOT CONTACT THE MARRIOTT HOTEL IN REGARDS TO THIS  
FUNCTION OR FOR INFORMATION CONCERNING SUFFOLK COUNTY AUCTIONS.



**DIRECTIONS:**

**Via Long Island Expressway (I-495)**

*Eastbound:*

L.I.E. Exit 58. Turn left at light (Nichols Rd.) Turn left at next light (Express Drive North.) The Islandia Marriott Long Island is just ahead on your right.

*Westbound:*

L.I.E. Exit 58. Follow ramp to light (Express Drive North), go straight. The Islandia Marriott Long Island is just ahead on your right.

**From Long Island MacArthur Airport to Marriott Hotel:**

Right on Veterans Highway. Follow to Lakeland Ave. and make right. Lakeland Ave. becomes Ocean Ave. Make left on Express Drive North. Stay on Express Drive North 2 miles, Hotel is on the right.

# COUNTY OF SUFFOLK



STEVE LEVY  
SUFFOLK COUNTY EXECUTIVE

PATRICIA B. ZIELENSKI  
DIVISION DIRECTOR

DEPARTMENT OF PLANNING  
DIVISION OF REAL ESTATE

## NOTICE

### TO BIDDERS AT PUBLIC AUCTION:

This brochure contains a list of all surplus properties being offered at an auction to be held on the date and time shown on the cover. The County reserves its right to withdraw any and all of the properties from sale prior to and including the date of the auction and to make any necessary changes with regard to the general information concerning the parcels on the auction list. Moreover, the County retains sole authority to determine any bidding dispute or any question concerning the auction. The decision of the County shall be final in all such matters.

PROSPECTIVE BIDDERS ARE STRONGLY ADVISED TO PHYSICALLY INSPECT THE PROPERTIES THEY WISH TO PURCHASE. IT SHALL BE SOLELY THE OBLIGATION OF ALL PURCHASERS TO INVESTIGATE THE PROPERTIES THEY WISH TO PURCHASE AS TO THEIR EXACT LOCATION, PHYSICAL CONDITION, SIZE, STREET REQUIREMENTS AND LEGAL USE PRIOR TO THE DATE OF THE AUCTION. BIDDERS ARE ALSO STRONGLY ADVISED TO MAKE ALL INQUIRIES OF LOCAL, STATE OR FEDERAL AUTHORITIES AS TO ANY ZONING, BUILDING OR OTHER REQUIREMENTS WHICH MAY AFFECT THE PROPERTY THEY ARE INTERESTED IN PURCHASING. THE COUNTY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO ANY AUCTIONED PROPERTY INCLUDING BUT NOT LIMITED TO THE PERMISSABLE USE OF THE PROPERTY. IT IS SOLELY THE OBLIGATION OF THE PURCHASER, PRIOR TO THE AUCTION, TO THOROUGHLY INSPECT AND TO EXAMINE EACH PARCEL THAT IS PURCHASED. PLEASE NOTE: NO SALE WILL BE CANCELLED BASED ON A PURCHASER'S FAILURE TO INSPECT AND INVESTIGATE THE PROPERTY. EACH SUCCESSFUL BIDDER MUST ACCEPT THE PROPERTY "AS IS" WITH REGARD TO PHYSICAL CONDITION AND EXISTING ZONING RESTRICTIONS. PLEASE READ THE "CERTIFICATION" LOCATED AT THE END OF THIS BROCHURE, WHICH DISCUSSES SUCH MATTERS.

PROSPECTIVE BIDDERS ARE ALSO URGED TO READ THE "TERMS AND CONDITIONS OF SALE" LOCATED AT THE END OF THIS BROCHURE. THESE TERMS AND CONDITIONS COMPRISE THE ENTIRE CONTRACT OF SALE BETWEEN THE COUNTY AND THE PURCHASER. THIS CONTRACT IS LEGALLY BINDING AND ENFORCEABLE ON THE PARTIES INVOLVED. IT SHALL BE THE OBLIGATION OF THE PURCHASER TO COMPLY WITH EACH AND EVERY TERM AND CONDITION OF SAID CONTRACT.

LOCATION  
H. LEE DENNISON BLDG. - 2<sup>ND</sup> FLOOR  
100 VETERANS MEMORIAL HIGHWAY

MAILING ADDRESS  
P. O. BOX 6100  
HAUPPAUGE, NY 11788-0099

(631) 853-5908  
FAX (631) 853-5906

Each parcel offered for sale at the auction is designated and sold by its **official Suffolk County Tax Map Number only.** Suffolk County Tax Maps may be viewed at or purchased from the Suffolk County Real Property Tax Service Agency located on the second floor of the County Center at Riverhead. It shall be the responsibility of the Purchaser to obtain any surveys, if necessary or applicable, pursuant to the Terms and Conditions of Sale.


**IF THE PURCHASER IS USING A BROKER OR AN ATTORNEY ACTING IN THE CAPACITY OF A BROKER TO BID IN HIS OR HER ABSENCE, IT SHALL BE THE PURCHASER'S OWN RESPONSIBILITY TO PAY THE BROKER'S FEE. THE COUNTY WILL NOT BE RESPONSIBLE FOR, NOR PAY, ANY SUCH COMMISSIONS OR FEES.**

**THE COUNTY WILL NOT ACCEPT ANY PERSONAL CHECKS.** THE REQUIRED FIVE (5%) PERCENT OF THE FINAL BID MUST BE PAID IN CASH, CERTIFIED CHECK, BANK CHECK, TRAVELER'S CHECK OR MONEY ORDER.

All parcels included in this auction will be conveyed subject to a restrictive covenant. See paragraph 24 of the "Terms and Conditions of Sale" for the restrictive covenant which must be placed in the deed of conveyance for improved residential parcels, which requires a five (5) year occupancy of the premises by the Bidder or his or her natural children or natural parents. **NO ASSIGNMENTS SHALL BE AUTHORIZED** (SEE PARAGRAPH THIRTEEN (13) OF THE "TERMS AND CONDITIONS"). Moreover, prospective bidders are urged to inspect these properties thoroughly and to obtain any and all information from the respective Towns and Villages regarding each parcel.

All Purchasers should read the "Terms and Conditions of Sale" prior to bidding on any parcel. Said "Terms and Conditions of Sale" constitute your contract for the purchase of said parcel with the County. Please read them thoroughly.

The content of this brochure is also on the internet:  
<http://www.co.suffolk.ny.us>



Patricia B. Zielenski  
Director  
Division of Real Estate

## GENERAL INFORMATION

1. TERMS AND CONDITIONS OF SALE -- The "Terms and Conditions of Sale," [set forth at pages 12-24], contain complete and detailed information on all terms of this auction sale. We urge you to read them carefully. **YOU WILL BE EXPECTED TO ABIDE BY EACH AND EVERY TERM AND CONDITION LISTED.**

2. AUCTION SALE -- This sale will be conducted as a Public Auction, not as a sealed bid sale. BIDDERS (or their Agents) **MUST ATTEND THE AUCTION.** For the purpose of this auction only there will be two sessions - a morning session separated by a break for lunch and one afternoon session. The parcel number at which the morning session will conclude will be determined at the auction at the discretion of the Director. All successful bids in one session must be finalized before commencement of the next session or the underlying sales will be deemed cancelled. **The successful bidder must present cash, certified checks, bank checks, money orders or traveler's checks in the amount of 5% of the final bid as a down payment.** Certified checks, bank checks or money orders shall be made payable to the Purchaser's own name and shall be endorsed over to the Division of Real Estate at the time of the Auction. **IF YOU FAIL TO CLOSE TITLE YOU WILL FORFEIT YOUR DOWN PAYMENT.**

3. INFORMATION ON PROPERTIES -- All zoning, building or other land use requirements, taxes, assessed values and any such information in regard to said property may be obtained through the Local Towns, or Villages in which the property is located. **The Division of Real Estate is not responsible for such information. It is incumbent upon the Purchaser, independently, to ascertain and verify any and all information which may affect the property.** Under no circumstances will any sale be cancelled or rescinded due to the Purchaser's failure to ascertain and to verify this information.

4. INSPECTION OF PROPERTY -- Anyone intending to participate at Suffolk County's auction should **fully inspect and complete all investigatory work concerning the property listed herein prior** to the auction sale. The size, exact location, street requirements as well as any other information pertaining to any auctioned property **are approximate and the Purchasers are expected to have previously verified all information relative to said property.**

GENERAL INFORMATION (Continued)

Inspection of commercial and industrial properties should not interfere with businesses operating thereon. Parcels that are improved by occupied homes may only be inspected on the dates and at the times set forth in this bulletin; entering on the premises at any other time will be a trespass subject to prosecution.

5. **BROKERS** -- **PLEASE NOTE:** NO BROKER'S AUTHORIZATIONS WILL BE ACCEPTED. THE COUNTY OF SUFFOLK WILL NOT PAY ANY BROKER'S COMMISSIONS OR FEES. IT SHALL BE THE **SOLE** RESPONSIBILITY OF THE PURCHASER, IF A BROKER OR ANY ATTORNEY, ACTING IN THE CAPACITY OF A BROKER, IS BIDDING IN HIS OR HER ABSENCE, TO PAY THE NECESSARY BROKERAGE FEES OR COMMISSIONS.

6. **PARTICIPATION BY SUFFOLK COUNTY EMPLOYEES PROHIBITED** -- County employees and/or their immediate families, whether or not residing with the employees, are barred from participating in this auction. Purchasers will be required to furnish an affidavit at the closing to the effect that the Purchasers are not in such category. See Paragraph 21 of the "TERMS AND CONDITIONS OF SALE" for further information.

7. **CLOSINGS** -- The closing of title on properties purchased at auction shall take place on a date determined by the Director of the Division of Real Estate, which date will provide not less than ten (10) calendar days notice to the Purchaser. Closings are scheduled after a Resolution authorizing the sale has been approved by the Suffolk County Legislature. Purchasers may contact the Division of Real Estate at (631) 853-5939 for further closing information.

8. **TITLE INSURANCE** -- THE COUNTY OF SUFFOLK'S **SOLE OBLIGATION** IS TO DELIVER SUCH TITLE AS A REPUTABLE TITLE COMPANY LICENSED IN THE STATE OF NEW YORK WILL INSURE. **For this auction only and to assist in the ease and timeliness of closings, the County of Suffolk has used title companies to review the abstracts concerning the parcels offered for sale. Upon request the title company which has agreed, in principle, to the readiness to insure title will be supplied.**

9. The brochure appears on the internet at:  
**<http://www.co.suffolk.ny.us>**

Below are listed some examples of abbreviations and terminology used in this booklet:

A/K/A	Also Known As
Approx.	Approximately
Ave.	Avenue
Bet.	Between
Blvd.	Boulevard
Dr.	Drive
E/O	East of
Hwy.	Highway
Irr.	Irregular
La.	Lane
N/W/C/O	North west corner of
Opp.	Opposite
P/O	Part of
Paper Street	Any street appearing on a filed map, but not actually cut through or improved
Pkwy.	Parkway
Pl.	Place
Rd.	Road
ROW	Right of Way
S/S/O	South side of
St.	Street
Tnpk.	Turnpike
Tri.	Triangle
Var.	Variable - the property lines are unequal in length

# INSPECTION OF IMPROVED PARCELS

Improved parcels can be inspected at the following dates and times:

These are the ONLY TIMES improved parcels will be available for inspection. Entering the properties listed at any dates or times, other than those listed below, will be trespassing.

<u>MONDAY - JUNE 7, 2004</u>	<u>LOCATION</u>	<u>TAX MAP NUMBER</u>
THE FOLLOWING TO BE VIEWED FROM EXTERIOR ONLY & WITH A COUNTY AGENT PRESENT		
9:00 a.m. - 10:30 a.m.	40 W. 19th St., Huntington Sta.	0400-194-02-057
9:00 a.m. - 10:30 a.m.	7 Private Rd., East Marion	1000-038-01-028
12:00 p.m. - 1:30 p.m.	490 Albany Ave., Amityville	0100-171-03-100
2:00 p.m. - 3:30 p.m.	48 W. 6 <sup>th</sup> St., Patchogue	0204-004-06-008
<u>TUESDAY - JUNE 8, 2004</u>	<u>LOCATION</u>	<u>TAX MAP NUMBER</u>
9:00 a.m. - 10:30 a.m.	75 Hawthorne Rd., Rocky Point	0200-055-01-007
9:00 a.m. - 10:30 a.m.	268B Berwick Ct., Ridge (Sr.Comm.)	0200-241-01-064
9:00 a.m. - 10:30 a.m.	153 Artist Lake Dr., Middle Isl.	0200-403-07-049
12:30 p.m. - 2:00 p.m.	560A Granny Rd., Medford	0200-546-03-010
12:30 p.m. - 2:00 p.m.	Unit 114, Birchwood Rd., Coram (Bretton Woods Condominium)	0200-494.30-01-558
<u>WEDNESDAY - JUNE 9, 2004</u>	<u>LOCATION</u>	<u>TAX MAP NUMBER</u>
9:00 a.m. - 10:30 a.m.	54 Wooded Ct., Calverton (Calverton Hills Condominium)	0200-357-01-007
9:00 a.m. - 10:30 a.m.	12 Holly La., Shirley	0200-879-04-028
9:00 a.m. - 10:30 a.m.	284 Brookhaven Ave., E. Patchogue	0200-973.70-05-003
12:30 p.m. - 2:00 p.m.	8 Tucker Dr., Bayport	0500-309-02-044
12:30 p.m. - 2:00 p.m.	11 Fairdale Ave., Brentwood	0500-049-01-045
<u>THURSDAY - JUNE 10, 2004</u>	<u>LOCATION</u>	<u>TAX MAP NUMBER</u>
9:00 a.m. - 10:30 a.m.	38 Oaktree La., Huntington Sta.	0400-196-01-051
9:00 a.m. - 10:30 a.m.	37 W. Booker Ave., Wyandanch	0100-079-04-039
9:00 a.m. - 10:30 a.m.	288 42 <sup>nd</sup> St., Lindenhurst	0103-001-05-022
12:30 p.m. - 2:00 p.m.	140 S. 16 <sup>th</sup> St., Lindenhurst	0103-009-03-022
12:30 p.m. - 2:00 p.m.	791 S. Wellwood Ave., Lindenhurst	0103-024-02-098
<u>FRIDAY - JUNE 11, 2004</u>	<u>LOCATION</u>	<u>TAX MAP NUMBER</u>
10:00 a.m. - 1:00 p.m.	Unit 171, Schooner walk, Ocean Beach, Fire Isl. (Condominium)	0500-496-02-008.009
10:00 a.m. - 1:00 p.m.	78 Frigate Road, Fair Harbor, Fire Island	0500-496-03-042



## **BIDDING INCREMENTS**

The following Bid Increments are used as a guideline by the Division Director of Real Estate. The Division Director of Real Estate reserves the right to modify the Bidding Increments for this Auction.

<b><u>BID AMOUNTS</u></b>	<b><u>BID INCREMENTS</u></b>
\$50,000 to \$ 99,999	\$ 2,000
\$100,000 to \$249,999	\$ 5,000
\$250,000 to \$499,999	\$10,000
\$500,000 to \$999,999	\$25,000
\$1,000,000 +	\$50,000

**TOWN OF Babylon**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
1	0100	079.00	04.00	039.000	N/S/O Booker Ave., approx. 460' W/O Straight Path AKA 37 W. Booker Ave., Wyandanch SUBJECT TO EXISTING OCCUPANCY. DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY SEE PAGE 24.	31' x 250'	\$70,000.00
2	0100	171.00	03.00	100.000	E/S/O Albany Ave., 340' S/O Benjoe Dr., AKA 490 Albany Ave., Amityville SUBJECT TO EXISTING OCCUPANCY. DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY SEE PAGE 24.	60' x 100'	\$65,000.00
3	0103	001.00	05.00	022.000	N/S/O 42nd St., 100' E/O Buffalo Ave. AKA 288 42nd St., Village of Lindenhurst SUBJECT TO EXISTING OCCUPANCY. DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY SEE PAGE 24.	60' x 100'	\$120,000.00
4	0103	009.00	03.00	022.000	E/S/O S.16th St., 208' S/O C.R. 12 AKA 140 S. 16th St., Lindenhurst SUBJECT TO EXISTING OCCUPANCY. DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY SEE PAGE 24.	83' x113'	\$130,000.00
5	0103	024.00	02.00	098.000	N/W/C/O S. Wellwood Ave. & Shore Rd., AKA 791 S. Wellwood Ave., Lindenhurst SUBJECT TO EXISTING OCCUPANCY. DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY SEE PAGE 24.	90' x 138' x 150' x 118'	\$165,000.00

**TOWN OF Brookhaven**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
6	0200	055.00	01.00	007.000	N/S/O Hawthorne Rd. 80' W/O Mistle Rd AKA 75 Hawthorne Rd., Rocky Point SUBJECT TO EXISTING OCCUPANCY. DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY SEE PAGE 24.	120' x 100' x VAR.	\$105,000.00
7	0200	241.00	01.00	064.000	268- B Berwick Court Ridge SUBJECT TO EXISTING OCCUPANCY. DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY SEE PAGE 24.	condominium IMPROVED	\$100,000.00
8	0200	357.00	01.00	007.000	Condo- Calverton Hills AKA 54 Wooded Ct., Calverton SUBJECT TO EXISTING OCCUPANCY. DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY SEE PAGE 24.	18' x 56' IMPROVED	\$85,000.00
9	0200	403.00	07.00	049.000	153 Artist Lake Drive Middle Island SUBJECT TO EXISTING OCCUPANCY. DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY SEE PAGE 24.	Condominium IMPROVED	\$100,000.00
10	0200	494.30	01.00	558.000	Unit 114, Birchwood Rd., Bretton Woods Condominium, Coram SUBJECT TO EXISTING OCCUPANCY. DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY SEE PAGE 24.	1091 sq ft IMPROVED	\$120,000.00

**TOWN OF Brookhaven**

<b>Parcel #</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Unset Price</b>
11	0200	546.00	03.00	010.000	Private Rd, 200' N/O Granny Rd., AKA 560A Granny Rd., Medford SUBJECT TO EXISTING OCCUPANCY. DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY SEE PAGE 24.	44' x 265' x 90' x var.  IMPROVED	\$90,000.00
12	0200	879.00	04.00	028.000	#12 Holly Lane Shirley SUBJECT TO EXISTING OCCUPANCY. DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY SEE PAGE 24.	72 x 175 x var  IMPROVED	\$125,000.00
13	0200	973.70	05.00	003.000	S/E/C/O Brookhaven & Americus Aves, AKA 284 Brookhaven Ave., East Patchogue SUBJECT TO EXISTING OCCUPANCY. DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY SEE PAGE 24.	100' x 75'  IMPROVED	\$85,000.00
14	0204	004.00	06.00	008.000	S/S/O West 6th St., 475' W/O Waverly Ave., AKA 48 West 6th St., Village of Patchogue SUBJECT TO EXISTING OCCUPANCY. DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY SEE PAGE 24.	50' x 126'  IMPROVED	\$80,000.00

**TOWN OF Huntington**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upset Price</b>
15	0400	194.00	02.00	057.000	E/S/O W.19th St., 507' S/O S. 7th Ave., AKA 40 W. 19th St. Huntington Station SUBJECT TO EXISTING OCCUPANCY. DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY SEE PAGE 24.	101' x 190'	\$100,000.00
16	0400	196.00	01.00	051.000	S/S/O Oaktree Ln., 172' E/O Mapletree Ln., AKA 38 Oaktree Ln., Huntington Station SUBJECT TO EXISTING OCCUPANCY. DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY SEE PAGE 24.	78' x 101'	\$150,000.00

**TOWN OF Islip**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Unset Price</b>
17	0500	049.00	01.00	045.000	N/S/O Fairdale Ave., 207' E/O Swallow Ln. AKA 11 Fairdale Ave., Brentwood SUBJECT TO EXISTING OCCUPANCY. DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY SEE PAGE 24.	75' x 120'	\$135,000.00
18	0500	309.00	02.00	044.000	W/S/O Tucker Dr. 100' N/O Stephen Rd., AKA 8 Tucker Dr., Bayport SUBJECT TO EXISTING OCCUPANCY. DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY SEE PAGE 24.	157' x 113' x 70' x 113'	\$165,000.00
19	0500	496.00	02.00	008.009	Condominium - Unit 171 W/S/O Schooner Walk 600' S/O Central Roadway, Ocean Beach, Fire Island SUBJECT TO DECLARATIONS OF CONDOMINIUM & BY-LAWS LIBER 11727 CP 202, LIBER 11848 CP 783 & LIBER 11852 CP 597 AND SUBJECT TO DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY SEE PAGE 41.	60' x 100'	\$250,000.00
20	0500	496.00	03.00	042.000	N/W/C/O Frigate Rdwy & 25' R.O.W. AKA 78 Frigate Roadway Fair Harbor, Fire Island SUBJECT TO EXISTING OCCUPANCY. DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY SEE PAGE 24.	75' x 100'	\$185,000.00

**TOWN OF Southold**

<b>Parcel#</b>	<b>Dist</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>	<b>LOCATION</b>	<b>Size</b>	<b>Upsat Price</b>
21	1000	038.00	01.00	028.000	S/S/O Private Rd., 720' N/O Shipyard La., AKA 7 Private Rd, East Marion SUBJECT TO EXISTING OCCUPANCY. DEED RESTRICTION WILL REQUIRE OWNER OCCUPANCY SEE PAGE 24.	120' x 128'	\$135,000.00
						IMPROVED	

### TERMS AND CONDITIONS OF SALE

The following terms and conditions apply to the sale of each property to be sold at this public auction by the County of Suffolk:

1. Once a bid is accepted by the auctioneer and the auctioneer has announced that the sale has been completed and finalized, the sale of the parcel will be considered **FINAL**. At this time the sale will not be cancelled nor rescinded in any manner, under any circumstances, except by the County pursuant to Paragraphs 17 and 18 as set forth hereafter. The Purchaser shall then be required to consummate and to finalize the sale according to the terms and conditions stated herein. The successful bidder will be required, at the time and place of the auction, to sign a **MEMORANDUM OF SALE PERTAINING TO HIS OR HER PURCHASE OF THE PARCEL. THIS MEMORANDUM OF SALE CONTAINS ALL THE TERMS AND CONDITIONS RELATIVE TO SAID SALE, SHALL BE DEEMED TO INCORPORATE THEM, AND CONSTITUTES A CONTRACT OF SALE BETWEEN THE COUNTY OF SUFFOLK AND THE PROSPECTIVE PURCHASER WHICH IS LEGALLY BINDING AND ENFORCEABLE BY THE COUNTY OF SUFFOLK. THE FAILURE OF A PROSPECTIVE PURCHASER TO STRICTLY FOLLOW AND ABIDE BY EACH AND EVERY TERM AND CONDITION OF THE CONTRACT OF SALE SHALL CONSTITUTE A BREACH OF SAID CONTRACT WHICH SHALL BE ENFORCEABLE BY THE COUNTY OF SUFFOLK AS AGAINST THE PURCHASER, INCLUDING THE FORFEITURE OF THE DOWN PAYMENT PAID.**



Also, at this time, the successful bidder will present **CASH, CERTIFIED CHECKS, BANK CHECKS, MONEY ORDERS OR TRAVELER'S CHECKS IN THE AMOUNT OF FIVE (5%) PERCENT OF THE FINAL BID ACCEPTED.** This five (5%) percent shall constitute the down payment on the parcel sold at the auction. Any certified check, bank check or money order or traveler's check shall be made payable to the order of the Purchaser and shall be endorsed over to the Division of Real Estate, at the time of the auction, by the Purchaser. **NO PERSONAL CHECKS WILL BE ACCEPTED BY THE DIVISION OF REAL ESTATE, UNDER ANY CIRCUMSTANCES AT ALL.** Failure on the part of the Purchaser to produce cash, certified checks, bank checks, money orders, or traveler's checks, shall result in the parcel being resold at this auction or another auction at the sole discretion of the County. The balance of the purchase price of the parcel sold at auction shall be due and payable at the time of the closing of title. Failure on the part of any Purchaser to consummate the sale, and close title on the parcel as stipulated in these "TERMS AND CONDITIONS OF SALE", shall result in a forfeiture of the down payment.

Additionally to finalize the sale, the successful bidder will sign the "CERTIFICATION" and an IRS Form "W-9" which are at the end of this auction brochure. The "CERTIFICATION" form certifies that certain pertinent portions of the auction brochure have been read and are understood. The IRS "W-9" Form (Request for Taxpayer Identification Number and Certification) is used by the Accounting Section of the Division of Real Estate, to effectuate refunds when duly authorized.

2. Bidding will begin at the upset price as specified in the auction brochure.

3. The property will be conveyed by a Bargain and Sale Deed without covenants (except where the brochure notes a quitclaim deed), conveying title subject to [a] building restrictions and to zoning regulations in force and effect at the time of the delivery of the deed; [b] covenants, restrictions and easements of record, if any, affecting the premises, provided that they do not render title uninsurable by a reputable title insurance company licensed in the State of New York; [c] violations of all applicable federal, state or local laws, ordinances or regulations, existing at the time of closing; [d] any state of facts an accurate survey would show provided same does not render the title uninsurable by a reputable title insurance company licensed in the State of New York; [e] the rights, if any, of tenants and persons in possession and the County makes no warranty that premises will be delivered vacant; [f] No personal property is included in the sale of any of the parcels auctioned by Suffolk County, except as may remain on the premises after closing. The disposition of any personal property located on any parcel following the closing shall be the responsibility of the purchaser; subject, of course, to tenancy ownership, and; [g] all pending assessments, if any, which the Purchaser agrees to assume and pay.

4. Closings can be scheduled only after the legislative resolution approving the sale is filed with the County Clerk. The County will use its best efforts to close within six (6) months of the approval. The Title Closing shall take place at the time and date designated by the Director of the Division of Real Estate upon not less than ten (10) calendar days notice to Purchaser. This date shall be deemed the final law date.

Notwithstanding any contrary provision, upon Title Closing or, in the event that the Title Closing has been postponed at the request of the Purchaser for reasons other than valid objections to title as determined by the Director, all customary adjustments, including but not limited to taxes and special assessments, will be apportioned as of the date originally fixed by the Director for Title Closing. Nothing herein shall be construed to require that the Director consent to any request to postpone a Title Closing.

In the event that an adjournment is granted by the Director, then the adjourned date shall be deemed to be a final law date set for the Closing. Failure on the part of the Purchaser to close and to accept delivery of the deed on the final law date shall entitle the Division of Real Estate to cancel the sale and to retain the down payment and Purchaser waives all claim of any right, title, and interest in the premises and the down payment.

The Division of Real Estate reserves the right, in its sole discretion, to grant such adjournments as it deems necessary or warranted under the circumstances. Any adjournments granted beyond the final law date shall be considered final law dates.

The Division of Real Estate hereby reserves all of its rights including, but not limited to, pursuing an action in specific performance to compel closing.

5. All properties and any improvements erected thereon are SOLD IN "AS IS" CONDITION. THE PURCHASER HEREBY ACKNOWLEDGES THAT HE OR SHE HAS MADE A COMPLETE AND THOROUGH PHYSICAL INSPECTION OF THE PROPERTY WHICH HE OR SHE IS PURCHASING AND FURTHER, HE OR SHE HAS BEEN FULLY INFORMED OF ANY AND ALL ZONING, BUILDING OR OTHER REQUIREMENTS SET BY LOCAL, STATE OR FEDERAL AUTHORITIES WHICH MAY AFFECT THE PROPERTY IN QUESTION. PURCHASER HEREBY EXPRESSLY AGREES TO WAIVE ANY AND ALL OBJECTIONS IN REGARD TO ANY CONDITIONS CONCERNING ZONING, BUILDING CODES OR OTHER REQUIREMENTS WHICH MAY AFFECT THE PROPERTY IN ANY WAY.

THE PURCHASER FURTHER EXPRESSLY WARRANTS AND ATTESTS THAT HE OR SHE HAS VERIFIED THE EXACT LOCATION, PHYSICAL CONDITION, EXACT SIZE, STREET REQUIREMENTS AND LEGAL USE OF THE PROPERTY. THE SELLER HAS FURNISHED THIS INFORMATION FOR INFORMATIONAL PURPOSES ONLY AND ASSUMES NO RESPONSIBILITY OR OBLIGATION FOR SAID INFORMATION. THE PURCHASER AGREES TO WAIVE ANY AND ALL OBJECTIONS WITH REGARD TO ANY INFORMATION SUPPLIED BY THE SELLER AND GENERAL INFORMATION CONTAINED IN THE BROCHURE. EACH SUCCESSFUL BIDDER HEREBY EXPRESSLY ACCEPTS THE PROPERTY "AS IS" WITH REGARD TO PHYSICAL CONDITIONS AND ZONING RESTRICTIONS.

6. The risk of loss or damage by fire or other casualty loss between the date of sale and the date of delivery of the deed shall be assumed by the Seller.

7. It is acknowledged and agreed that Suffolk County's sole obligation is to deliver such title as a reputable title insurance company, licensed in the State of New York, will insure. In the event that the Purchaser's title company requires either: (a) the County of Suffolk to commence a bar claim action in order to insure title; or (b) imposes title exception clearance conditions upon the County of Suffolk that the County of Suffolk deems to be unreasonable for the clearance of title exceptions, then the County of Suffolk reserves the right to: (a) require the Purchaser to obtain title insurance through another insurer who does not require said condition. For the purpose of this auction the County has had the titles reviewed by a named title company who is ready to insure title based on information provided by Division of Real Estate. Upon request the named said company will be supplied or (b) return the Purchaser's down payment and cancel the sale. It is further agreed that in the event the Purchaser's title search shows objections to the title which render same **uninsurable, and** **Purchaser has submitted said objections to title within the specified time frame described in Paragraph 8, as set forth below,** then the Seller shall be given an opportunity, not exceeding eighteen months from the date of the Seller's receipt of such objections, to clear such objections. In the event, however, that the Seller is unable to clear such objections during said time,

then the Seller's sole obligation shall be to return to the Purchaser, upon Purchaser's written request, the down payment made herein. There will be no reimbursement of any of Purchaser's expenses in regard to the sale transaction, including, but not limited to any interest or penalties pertaining to the down payment, the net cost of title insurance and/or cost of survey. Upon return of said down payment, parties shall be mutually released from all obligations.

8. ANY AND ALL OBJECTIONS TO TITLE INCLUDING, WITHOUT LIMITATION, SURVEY OBJECTIONS, MUST BE SUBMITTED TO THE DIRECTOR OF REAL ESTATE, IN WRITING, NO LATER THAN FORTY-FIVE (45) DAYS AFTER THE DATE OF THE AUCTION SALE, WHICH TIME IS OF THE ESSENCE OF THIS AGREEMENT. FAILURE TO SUBMIT SUCH NOTICE OF OBJECTIONS SHALL BE DEEMED A WAIVER OF ANY AND ALL TITLE OBJECTIONS AND SURVEY OBJECTIONS.

9. **OUTSTANDING TAXES DUE PRIOR TO CLOSING** - If the purchaser owns, alone or with others, any other property for which outstanding and delinquent taxes are owed to Suffolk County, those delinquent taxes must be paid in full prior to closing on any parcels purchased at auction.

10. The successful bidder, as part of the consideration, shall pay the New York State Transfer Tax (\$4.00 per \$1,000.00 of purchase price) and the Peconic Region Community Preservation Fund (2%) where applicable.

11. All closings will be held at the offices of the Department of Planning, Division of Real Estate, H. Lee Dennison Building, 2nd Floor, 100 Veterans Memorial Highway, Hauppauge, New York, or at such other place as the Director of Real Estate may designate in writing. Should the Purchaser desire to close at a location other than the Division of Real Estate or any other location designated by the Director, the Purchaser must indicate the specified location, a reasonable time in advance, in writing and the following fees shall apply:

12. a) A minimum fee of Two Hundred (\$200.00) Dollars shall be charged for attendance by the Division at any transaction outside of the Division of Real Estate in the County of Suffolk for the first two hours of attendance thereat.

Thereafter, a fee of One Hundred and Fifty (\$150.00) Dollars per hour or any fraction thereof will be charged for any time exceeding the first two hours.

b) A minimum fee of Three Hundred (\$300.00) Dollars shall be charged for attendance by the Division at any transaction outside of the Division of Real Estate in the County of Nassau for the first two hours of attendance thereat.

Thereafter a fee of One Hundred Fifty (\$150.00) Dollars per hour or any fraction thereof will be charged for any time exceeding the first two hours.

c) A minimum fee of Four Hundred (\$400.00) Dollars shall be charged for attendance by the Division at any transaction outside of the Division of Real Estate in the City of New York for the first two hours of attendance thereat.

Thereafter a fee of One Hundred and Fifty (\$150.00) Dollars per hour or any fraction thereof will be charged for any time exceeding the first two hours.

d) All times shall be measured and computed from and to Hauppauge, New York, as the starting and completion point.

e) The minimum fee applicable to the transaction shall be paid to the Division of Real Estate two days prior to the closing day for which travel is requested.

13. A fee of Three Hundred (\$300.00) Dollars will be charged by the Division of Real Estate for an assignment of this contract.

**NO ASSIGNMENT SHALL BE PERMITTED EXCEPT THOSE CONSENTED TO IN ADVANCE BY THE DIVISION.** Any requests for such assignments shall be submitted by the Purchaser for the Seller's consideration within sixty (60) days from the date of the auction. Said assignment requests shall be on a form supplied by the Seller and no others. **THE DIVISION OF REAL ESTATE RESERVES THE EXCLUSIVE RIGHT AND DISCRETION AS TO WHETHER OR NOT TO CONSENT TO ANY ASSIGNMENT.**

Failure on the part of the Division of Real Estate to consent to any assignment so requested **shall not** render this contract null and void.

14. This contract, including the property described and the consideration for the transaction, are deemed and understood to be one entire contract. No portion of this contract is divisible. Any assignment must be of the whole contract and not any portions



thereof, it being the intent of the parties to treat this contract as one entity.

15. Fuel, oil, taxes, water rates, sewer rates and insurance premiums, if any, will be adjusted and apportioned as of the date of taking title (a/k/a the closing date). However, with regard to taxes, if a closing date occurs anywhere from and including December 1st up to and including May 31st, the Purchaser shall pay the entire amount of taxes due on the parcel for the lien year and will later be reimbursed by the County of Suffolk for the taxes paid by the Purchaser prior to his or her taking title. If a closing date occurs anywhere from and including June 1st up to and including November 30th, the Purchaser shall pay the taxes due for the remaining lien year from the date of his or her taking title.

16. In the event that the property, or any portion thereof, is taken by condemnation pursuant to federal law, or pursuant to the Eminent Domain Procedure Law by the State, or any subdivision thereof, prior to the closing, the Seller's sole obligation shall be to return the down payment due the Purchaser in accordance with Paragraphs 7 and 8 of the Terms and Conditions of Sale, upon receiving notice of said condemnation, or within a reasonable time thereafter. The Seller shall be discharged of any and all further liability to the Purchaser upon return of said down payment.

17. Notwithstanding anything contained to the contrary herein, the Director of the Division of Real Estate has the option,

within thirty (30) days after the date that the property is auctioned off, to reject any bid and to return to the Purchaser his or her down payment in accordance with Paragraph 7 of the Terms and Conditions of Sale. Upon such notification to the Purchaser and the return of said down payment, the sale will be deemed null and void and cancelled and the Seller shall be discharged of any and all liability.

18. It is further understood and agreed that the Seller is a Municipal Corporation. Accordingly, this sale is further conditioned upon, and subject to the approval of the Suffolk County Legislature and the County Executive, or charter approval. In the event the proposed resolution of approval of the sale is not approved by the Suffolk County Legislature, then the Seller shall return to the Purchaser the down payment due the Purchaser in accordance with Paragraph 7 of the Terms and Conditions of Sale. Upon return of such down payment, the parties shall then be mutually released from any and all other obligations herein. It is hereby understood and agreed that this contract is binding upon both the Purchaser and the County unless the sale is disapproved by operation of the Suffolk County legislative process.

19. **PURCHASER HEREBY AGREES TO BE SOLELY RESPONSIBLE FOR AND PAY ANY BROKER'S FEES CHARGED BY A BROKER OR ATTORNEY ACTING IN THE CAPACITY AS BROKER WHO MAY BID ON A PARCEL ON BEHALF OF SAID PURCHASERS. THE COUNTY WILL NOT BE RESPONSIBLE FOR NOR PAY ANY SUCH COMMISSIONS OR FEES.**

20. No individual, partnership, joint venture or corporation, nor any partner of any partnership, nor any shareholder, director or officer of any corporation who or which is in default in or on any contract, obligation or agreement of any kind or nature whatsoever, entered into with the County of Suffolk, or any of its agencies, will be accepted as a bidder or purchaser for any property and the Director of the Division of Real Estate reserves the right to reject any bid if an investigation establishes such a default. By signing the Memorandum of Sale, the Purchaser hereby warrants and affirms that he and/or she and/or any of the aforestated entities he or she represents is not in any default of any contract, obligation or agreement of any kind or nature, whatsoever, entered into with the County of Suffolk or any of its agencies.

21. **SUFFOLK COUNTY EMPLOYEES** -- Suffolk County employees and/or their immediate families, whether or not residing with the employees, are barred from participating in this auction. Immediate family shall include spouse, issue, or parent. Issue shall include adopted children. Purchasers will be required to furnish an affidavit at the closing to the effect that the Purchasers are not in such category.

22. The County reserves the right to withdraw any and all of the properties from sale prior to and including the date of the Auction and to make any necessary changes with regard to the general information concerning the auction parcels listed in the brochure.

23. Any statements made including but not limited to any auction brochure published or distributed in connection with any sale, which pertain to street locations and/or size of property which is offered for sale, are for information only and should be verified by the purchaser before the sale.

24. RESTRICTIVE COVENANT

All parcels listed in the Auction Brochure shall be subject to the following deed restriction:

Any parcel which has a structure affixed thereto, capable of physical occupancy by individuals, shall be subject to a restrictive covenant in the deed of conveyance requiring the bidder or his or her natural children or natural parents to occupy said premises for a period of at least five (5) years subsequent to the date of conveyance. This restrictive covenant shall further state that any violation thereof shall result in an automatic reverter by operation of law of the parcel to the County.

Local Law 13-1990 (Resolution No. 376-1990)  
Division of Real Estate Regulations for  
Suffolk County Administrative Code §A16-2(F)

The Suffolk County Administrative Code §A16-2(F) states as follows:

All parcels approved for disposition, except those that may be sold as provided in Subsection G, shall be offered for sale to the highest bidder at public auction pursuant to regulations established for such auctions by the County Attorney (Director of Real Estate). All parcels approved for disposition, which have structures affixed thereto capable of physical occupancy by individuals, shall only be offered for sale to the highest bidder at public auction who is willing to agree, in writing, to a restrictive covenant in such deed as may convey title to such individual requiring said bidder or his or her natural children or natural parents to occupy said premises for a period of at least five (5) years subsequent to the taking of title pursuant to regulations established for such auction by the County Attorney (Director of Real Estate).

The provisions of this subsection became effective January 1, 1992.

I. Legislative Intent

The minutes of the General Meeting of the Legislature on April 16, 1991 and Resolution 376-1990 indicate that the legislative intent in enacting the law was to encourage the continuity and the development of middle-class neighborhoods and to discourage welfare placement in communities. Legislator Schaffer states in these minutes that the implementation of the law requires that there be five year owner occupancy on "all homes" sold at County public auctions. While the use of the word "structure" in the local law may appear to be ambiguous, the legislative intent is clear: the five year occupancy requirement applies to residential property.

Moreover, "capable of physical occupancy by individuals" implies habitability.

Thus the local law applies to the "customary home occupation" of residential property and not to commercial property. "Customary home occupation" refers to activities pursued at home on a family or personal basis. Income producing property such as office buildings, stores and residences comprised of more than three units should be exempt from this restrictive covenant. Similarly exempt is any such property where the accessory use is residential. An accessory use is a use that is subordinate, customary and incidental to the principal use.

## II. Regulation

The highest bidder or his or her natural children, or his or her natural parents shall occupy the conveyed structure for a period of five years from the taking of title.

The following definitions shall apply to this regulation:

1. "Structure" shall be deemed to mean any one, two, or three family residence which is capable of physical occupancy.
2. "Highest bidder" shall be deemed to mean the successful bidder.
3. "Occupy" shall be deemed to mean to take, hold possession of, and reside in as an owner, for activities pursued at home on a family or personal basis.
4. Occupation by "bidder" or "natural children" or "natural parents" shall be deemed to mean and to include "highest bidder" or spouse of "highest bidder", adopted children, step-children, adoptive parents and step-parents.
5. "Five years subsequent to the taking of the title" shall be deemed to mean a five year period dating from the delivery of the deed as evidenced by the date on the Transfer Gains Affidavit.

## CERTIFICATION

Parcel No \_\_\_\_\_

I certify that I have read and understand the AUCTION SALE brochure dated June 15, 2004 which includes, but is not limited to the NOTICE, GENERAL INFORMATION, TERMS AND CONDITIONS OF SALE, MEMORANDUM OF SALE and CERTIFICATION sections.

I understand that the written statements made in the AUCTION SALE brochure shall prevail over any verbal statements which may be made by anyone, before, during or after the auction.

I acknowledge that I am the winning bidder of the above referenced parcel and upon approval by the Legislature and County Executive I will then be a contract vendee. However, until such time that I take title or enter into a signed lease agreement with the County of Suffolk I cannot and will not enter, use or trespass on this parcel without the expressed written consent by the Division of Real Estate.

Since my purchase of the property is "as is", I have physically inspected it prior to the auction to my satisfaction, in order to make an informed purchase. Also, prior to the auction, I have ascertained all the information I feel is necessary about this property including but not limited to zoning, building requirements, covenants, restrictions and easements of record and taxes, in order to make an informed purchase. Moreover, prior to the auction, I have consulted with any experts including but not limited to engineers, surveyors, appraisers and attorneys, which I felt were necessary, about this property, in order to make an informed purchase.

Finally, as a result of my site inspection, ascertaining information about the property and consultation with experts prior to the auction, I have learned from my own personal observation, experience, and knowledge, everything necessary for me to be an informed purchaser of the property. Accordingly, my personal observation, experience and knowledge about the property shall prevail over any written misstatement about the property contained in the AUCTION SALE brochure, or any verbal misstatement made by anyone before, during or after the auction.

Suffolk County, the Suffolk County Department of Planning, the Suffolk County Division of Real Estate and their agents, servants and employees may rely upon this certification.

\_\_\_\_\_  
Signature

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do NOT  
send to the IRS.

Please print or type

Name (If a joint account or you changed your name, see Specific Instructions on page 2.)

Business name, if different from above. (See Specific Instructions on page 2.)

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

ATTN: AUCTION UNIT  
SUFFOLK CO DIVISION OF REAL ESTATE  
H LEE DENNISON BLDG 2<sup>ND</sup> FL  
PO BOX 6100  
HAUPPAUGE NY 11788-0099

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 2.

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

--	--	--	--	--	--	--	--	--	--

## Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

## Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign  
Here

Signature ▶

Date ▶

**Purpose of form.** A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9, if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are an exempt payee.

If you are a foreign person, IRS prefers you use a Form W-8 (certificate of foreign status). After December 31, 2000, foreign persons must use an appropriate Form W-8.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What is backup withholding?** Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.



Parcel Number \_\_\_\_\_

## MEMORANDUM OF SALE

Date \_\_\_\_\_

THIS CERTIFIES THAT I, \_\_\_\_\_

have this date purchased the premises described as: DISTRICT SECTION BLOCK LOT

subject to the attached TERMS OF SALE for the sum of

subject to cancellation as hereinafter provided and hereby promise and agree to comply with the terms and conditions of the sale of said premises as above mentioned and set forth.

TITLE TO BE IN THE NAME OF:

**X**

Signature

Purchaser - print

Street Address

Town:

State:

Zip:

Residence Phone:

Business Phone:

## RECEIPT

Date \_\_\_\_\_

PATRICIA B. ZIELENSKI, Division Director  
Division of Real Estate  
Department of Planning  
Suffolk County, New York

By \_\_\_\_\_

### Condition of Sale

Deed to this parcel will contain a covenant which requires the bidder, his or her natural children and/or natural parents to occupy said premises for a period of at least five (5) years subsequent to the date of conveyance.

# NOTES

# NOTES

SUFFOLK COUNTY DEPARTMENT OF PLANNING  
DIVISION OF REAL ESTATE  
POST OFFICE BOX 6100  
H. LEE DENNISON BUILDING - 2ND FLOOR  
100 VETERANS MEMORIAL HIGHWAY  
HAUPPAUGE, NY 11788-0099